

TR1-3713-332672-328666MJD122806 Reprint from date=2005/12/01 of M(F)0-1E1-5713-332672-328666MJD122806

American Express
PO Box 297874
Ft Lauderdale, FL 33329

December 03, 2003

SAMUEL A BERRY
666 Darrell Street
COSTA MESA CA 92627-2404

Re: Card Account # 371333207232006

Dear Cardmember,

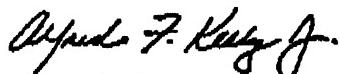
We want to provide you with an updated copy of the agreement associated with your card account with American Express, which I encourage you to read and retain. If there are Additional Cardmembers on your account, these agreements are also applicable to their use of the account.

The enclosed agreements do not change any of the rates, or the amount of any fees, that are currently applicable. For example, any of the fees and Cash Advance rates set forth in the enclosed agreements are the same fees and rates that already apply to your account. With respect to Purchases, the APR and periodic rate set forth in the enclosed agreements are rates that have applied in the past to your account. If we notified you in writing prior to today that your Purchase rates were changing, then your correct Purchase rates are the rates we identified for you in that change-in-terms notice.

We have revised and restated the agreements, making a number of changes throughout. These enclosed revisions supersede and replace your existing agreements, except as specifically noted in this letter. For example, we have added a new section called Assignment of Claims. Additionally, Cardmembers having California billing addresses will no longer be excluded from the coverage of the section called Arbitration.

If you have any questions please call the toll free number shown on your statement or on the back of your card. On behalf of all my colleagues, we thank you for carrying a card from American Express and look forward to serving you in the future.

Sincerely,



Alfred E. Kelly, Jr.
Group President
Consumer and Small Business Services
Member Since 1981

AMEX 0065

**Mr. David Lee
65 Lancaster Ave
Kentfield, CA 94904-1604**

November 30, 2006

**Certified Mail, Return Receipt Requested
Article Number 7006-2760-0002-7278-3740**

Mr. Kenneth I. Chenault
Chairman & C.E.O.
American Express Travel Related Services Company, Inc.
200 Vesey Street
New York, NY 10285-4601

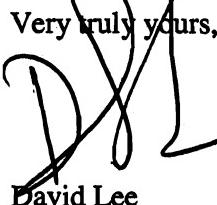
Dear Mr. Chenault:

I recently purchased an American Express travelers cheque card, a "Be My Guest" dining card, and an American Express Gift card. The terms and conditions for each of these cards contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that the American Express Travel Related Services Company, Inc. (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the terms and conditions relative to the use of these cards, under the purported authority to unilaterally make changes therein to the terms and conditions of these cards.

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,

David Lee

**Mr. David Lee
65 Lancaster Ave
Kentfield, CA 94904-1604**

November 30, 2006

**Certified Mail, Return Receipt Requested
Article Number 7006-2760-0002-7278-3757**

Mr. David E. Poulsen
President & C.E.O.
American Express Centurion Bank
200 Vesey Street
New York, NY 10285-4601

Dear Mr. Poulsen:

I recently purchased an American Express travelers cheque card, a "Be My Guest" dining card, and an American Express Gift card. The terms and conditions for each of these cards contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that the American Express Centurion Bank (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the terms and conditions relative to the use of these cards, under the purported authority to unilaterally make changes therein to the terms and conditions of these cards.

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,

David Lee

**Mr. David Lee
65 Lancaster Ave
Kentfield, CA 94904-1604**

November 30, 2006

**Certified Mail, Return Receipt Requested
Article Number 7006-2760-0002-7278-2750**

Mr. Douglas H. Short, III
President & C.E.O.
American Express Bank, FSB
4315 South 2700 West
Salt Lake City, UT 84184-0000

Dear Mr. Short:

I recently purchased an American Express travelers cheque card, a "Be My Guest" dining card, and an American Express Gift card. The terms and conditions for each of these cards contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that the American Express Bank, FSB (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the terms and conditions relative to the use of these cards, under the purported authority to unilaterally make changes therein to the terms and conditions of these cards.

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,

David Lee

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Kenneth I. Cheuault</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Kenneth I. Cheuault</i></p> <p>C. Date of Delivery <i>7/3/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Kenneth I. Cheuault 200 Vesey Street New York, NY 10285-4601</i></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7006 2760 0002 7278 3740</i></p>			
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Robert Flamm</i></p> <p>B. Received by (Printed Name) <i>Robert Flamm</i></p> <p>C. Date of Delivery <i>7/3/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: David E. Poulsen 200 Vesey Street New York, NY 10285-4601		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number <small>(Transfer from service label)</small>		7006 2760 0002 7278 3757	
PS Form 3811, February 2004		Domestic Return Receipt	
102595-02-M-1540			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Kevin Cannon</p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>JUL-3 2007</p>	
<p>1. Article Addressed to:</p> <p>Douglas H. Short, III American Express Bank 4315 South 2700 West Salt Lake City UT 84184-0000</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7006 2760 0002 7278 7250</p>	
PS Form 3811, February 2004		Domestic Return Receipt	
102595-02-M-1540			

Daniel R. Lloyd
P.O. Box 3167
Paso Robles, California 93446

Certified Mail, Return Receipt Requested
Article No. 70060100000285686601

June 26, 2007

Mr. Kenneth I. Chenault
President and C.E.O.
American Express Travel Related
Services Company, Inc.
200 Vesey Street
New York, New York 10285-4601

Dear Mr. Chenault:

I have had an American Express Platinum card for several years. The terms and conditions for this card contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that American Express Travel Related Services, Inc. (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the Cardmember agreement (terms and conditions) and, under the purported authority contained in the cardmember agreement, modify the provision so that it is not unconscionable or unenforceable..

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,


Daniel R. Lloyd

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NEW YORK, NY 10285

OFFICIAL USE

Postage	\$	0.41	0445
Certified Fee		\$2.65	09
Return Receipt Fee (Endorsement Required)		\$2.15	Postmark Here
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	5.21	07/02/2007

Sent To
KENNETH T. CHENNAULT
Street, Apt. No.
or PO Box No.
200 Vesey St.
City, State, ZIP+4
New York, New York 10285-4811

PS Form 3800, June 2002

See Reverse for Instructions

Daniel R. Lloyd
P.O. Box 3167
Paso Robles, California 93446

Certified Mail, Return Receipt Requested
Article No. 70060100000285686618

June 28, 2007

Mr. David E. Poulsen
President and C.E.O.
American Express Centurion Bank
200 Vesey Street
New York, New York 10285-4601

Dear Mr. Poulsen:

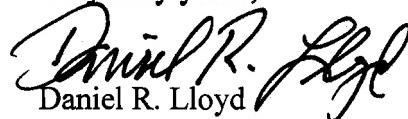
I have had an American Express Platinum card for several years. The terms and conditions for this card contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that American Express Centurion Bank (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the Cardmember agreement (terms and conditions) and, under the purported authority contained in the cardmember agreement, modify the provision so that it is not unconscionable or unenforceable..

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,


Daniel R. Lloyd

6618
8568
8000
7000

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at www.usps.com ®		
NEW YORK, NY 10285		
OFFICIAL USE		
Postage	\$	0445
Certified Fee	\$	2.65
Return Receipt Fee (Endorsement Required)	\$	2.15
Restricted Delivery Fee (Endorsement Required)	\$	0.00
Total Postage & Fees	\$	5.21
		07/02/2007
<i>Sent To</i> DAVID E. Pwlsen Street, Apt. No.; or PO Box No. 260 Vesby St. City, State, ZIP+4 New York, New York 10485-4601		
PS Form 3800, June 2002 See Reverse for Instructions		

Daniel R. Lloyd
P.O. Box 3167
Paso Robles, California 93446

Certified Mail, Return Receipt Requested
Article No. 70060100000285686625

June 28, 2007

Mr. Douglas H. Short III
President and C.E.O.
American Express Bank FSB
4315 S. 2700 West
Salt Lake City, Utah 84184

Dear Mr. Short:

I have had an American Express Platinum card for several years. The terms and conditions for this card contain an arbitration provision which appears to be unconscionable and otherwise violates California and federal law and, hence, is unenforceable and invalid. I find the inclusion of such an arbitration provision to be unacceptable.

Thus, this letter is a demand, made under California Civil Code Section 1782, that American Express Bank FSB (including any and all of its affiliates and subsidiaries) "correct, repair, replace, or otherwise rectify the goods or services" which I believe violate California Civil Code Section 1770(a)(19) which makes it illegal to "insert[] an unconscionable provision in the contract." That provision was obviously designed to deprive me of my access to legal remedies including, but not limited to, injunctive relief and class actions. Please remove it from the Cardmember agreement (terms and conditions) and, under the purported authority contained in the cardmember agreement, modify the provision so that it is not unconscionable or unenforceable..

This demand is made on behalf of me personally, and on behalf of a class of others similarly situated.

I look forward to hearing from you in writing, concerning this letter.

Very truly yours,

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OFFICIAL USE

Postage	\$	0445
Certified Fee	\$2.65	09
Return Receipt Fee (Endorsement Required)	\$2.15	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$5.21	07/02/2007

Sent To: DOUGLAS CHAIR
Street, Apt. No.;
or PO Box No. 4315 S 2200 WEST
City, State, ZIP+4 SALT LAKE CITY, UTAH 84184

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Kenneth I. Chennault</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Robert L. Johnson</i></p> <p>C. Date of Delivery <i>7/1/07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Kenneth I. Chennault PMS/CEO American Express Travel Rel. Services 260 Vesey St. New York, New York 10285-4611</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7006 0100 0002 8568 6601</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

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<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Robert Gidman</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Robert Gidman</i></p> <p>C. Date of Delivery <i>7/1/05</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>DAVID E Pulsifer Pres. CEO American Express Customer Rel. 200 Vesey St. NY, NY 10265-4801</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7006 0100 0002 8568 6618</i></p>			
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			